

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STUDENT AID FUNDS, INC.	}	Case No. 07-CV-1918-LAB (POR)
Plaintiff,		
v.		CONSENT DECREE/JUDGMENT
MODEL EX-OFFENDERS, INC. aka		
W&B RE-ENTRY FACILITIES,	}	
Defendant.		

On December 13, 2007, the parties jointly moved for a consent decree. Pursuant to the Court's standing order, the parties and their counsel have submitted signed consent to continuing jurisdiction by a U.S. Magistrate Judge.

Pursuant to the joint motion, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- The Court has jurisdiction over this student loan garnishment case pursuant to the Higher Education Action of 1965 and the Federal Family Education Loan Program. See 20 U.S.C. §§ 1071(a), 1085(d), 1095(a)(6); see also 34 C.F.R. 682.410(b)(10)(I)(F).
- Defendant MODEL EX-OFFENDERS, INC. aka W&B RE-ENTRY FACILITIES ("MODEL EX-OFFENDERS"), having acknowledged that as required by the foregoing statutory provisions, between August 2, 2004 and December 1, 2007, it failed to withhold (15%) of the disposable pay of the borrower at issue, (Rudy Lamy) namely,

1 15% of \$82,016, or \$12,302.40, plus unpaid interest in the amount of \$9,105.33 (the
2 "Arrearage"), Defendant MODEL EX-OFFENDERS, shall pay to USA Funds as
3 follows:

- 4 a First Lump Sum Payment: MODEL EX-OFFENDERS shall remit to USA
5 Funds \$7,981.94 on or before December 31, 2007 in the form of a Cashier's
6 Check/Treasurer's Check, Money Order, Attorney Escrow Account check, or
7 other form of guaranteed funds made payable to Fox Rothschild, LLP,
8 attorneys for United Student Aid Funds and delivered to Brett A. Berman,
9 Esquire, Fox Rothschild LLP, 2000 Market Street, Tenth Floor, Philadelphia,
10 PA 19103. This sum is comprised of one-fourth the "Arrearage" plus statutory
11 attorneys fees and costs totaling \$2,630;
- 12 b. Future Lump Sum Payments: MODEL EX-OFFENDERS shall remit to USA
13 Funds the balance of the "Arrearage" in three equal installments on or before
14 December 31 of 2008, 2009 and 2010, in the form of a Cashier's
15 Check/Treasurer's Check, Money Order, Attorney Escrow Account check, or
16 other form of guaranteed funds made payable to Fox Rothschild, LLP,
17 attorneys for United Student Aid Funds and delivered to Brett A. Berman,
18 Esquire, Fox Rothschild LLP, 2000 Market Street, Tenth Floor, Philadelphia,
19 PA 19103. There shall be no prepayment penalty, plus interest shall continue
20 to accrue on the unpaid balance.
- 21 c. Future Sum Payments: MODEL EX-OFFENDERS shall withhold from the
22 wages of employee, Rudy Lamy and pay to USA Funds the remaining balance
23 due on the original debt with interest, in monthly payments totaling 15% of
24 \$1,,252 commencing January 1, 2008, until the said debt is satisfied.
- 25 d. Payments for future garnishments shall be by check, in guaranteed
26 immediately available funds, made payable to "Pioneer Credit Recovery, Inc."
27 and delivered P.O. Box 158, Arcade, New York, 14009, unless USA Funds
28 shall notify MODEL EX-OFFENDERS in writing of another address or

addressee to which payments are to be sent. MODEL EX-OFFENDERS shall notify USA Funds in writing of any changes to its addresses and telephone numbers. The checks shall include Rudy Lamy's name and Social Security Number.

3. Any notice required shall be in writing; delivered to such party by hand or by any form of United States Mail or commercial courier service as provides a written receipt of delivery; effective upon receipt; and addressed to the Party as follows (unless that Party shall in the interim have given notice that such notices shall be delivered to a different address):

a. SallieMae, Inc.
11100 USA Parkway
Fishers, Indiana 46038

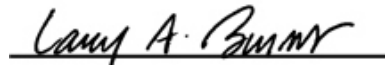
with a copy to:

Brett A. Berman, Esquire
2000 Market Street
Tenth Floor
Philadelphia, Pennsylvania 19103

4. A failure or forbearance by USA Funds to act upon a Default or otherwise to enforce the terms of this Decree shall not constitute a waiver of that term or the right to enforce that term.
5. The Magistrate Judge shall retain jurisdiction over all disputes between and among the parties arising out of the settlement agreement, including but not limited to interpretation and enforcement of the terms of the settlement agreement.

IT IS SO ORDERED.

DATED: 12/27/07



HONORABLE LARRY ALAN BURNS
United States District Judge